

EXHIBIT A  
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lincoln Lancaster County Railroad Transportation Safety District, hereinafter referred to as "District", and the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "City".

WHEREAS, the District operates to further the policy of the State of Nebraska to reduce the number of fatalities and injuries cause by collisions between motor vehicles and railroad trains; to eliminate as far as possible unnecessary conflicts between railroad transportation and highway transportation; to improve the movement of both rail and highway traffic by eliminating grade crossings; and to assist in relocation of railroad facilities that bisect the central portions of municipalities, thus hampering the growth of both the municipality and the railroad services; in order to benefit and enhance the community as a whole pursuant to Neb. Rev. Stat. § 74-1301, et. seq.; and

WHEREAS, the City desires to construct a viaduct in Southwest 40<sup>th</sup> Street over the existing Burlington Northern Santa Fe (BNSF) Railroad tracks.

WHEREAS, the District has the right and authority to enter into contracts or other arrangements with municipal corporations making full use of the Interlocal Cooperation Act for, among other things, assistance in the design, construction, maintenance, sale, or lease of the works of the District; and making surveys and investigations or reports in relation to the objectives of the District; and

WHEREAS, the City and the District are mutually benefitted by including the District's objectives in the construction of a viaduct in Southwest 40<sup>th</sup> Street over the BNSF Railroad tracks.

NOW, THEREFORE, the City and the District pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et. seq. do hereby agree as follows:

1. Duration. The duration of this Agreement shall be until the completion of all obligations hereunder, in any event, not to exceed three years from the date of execution of this Agreement.
2. Administration. The terms and conditions of this Agreement shall be administered by the Executive Director of the District and the Mayor of the City. This Agreement does not create any separate legal or administrative entity.
3. Purpose. The purpose of this Agreement is for the District to provide funding to the City for the construction of a viaduct in Southwest 40<sup>th</sup> Street over the BNSF Railroad tracks.
4. Budget and Finance. The City is requesting the District to provide funding to the City for the construction of a viaduct in Southwest 40<sup>th</sup> Street over the BNSF Railroad tracks in the estimated amount of \$5,339,742 in its 2006/2007 budget and an additional \$4,000,000.00 in its 2007/2008 budget. Subject to the provisions of paragraphs 5 and 8 of this Agreement, the District shall contribute up to the total of such allotted funds to be applied for the construction of that project.
5. Funding Out. Since this Agreement represents an intent to make future appropriations of the RTSD in successive budget years, the RTSD may terminate this Agreement in whole or in part when, in the sole judgment of the RTSD's Board of Directors, funding is not lawfully available for expenditure of when sources of RTSD funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of the RTSD. In the event of

unavailability of funds as anticipated in contemplation of this Agreement, then this Agreement shall terminate without penalty or further expense to the RTSD.

6. Duties and Obligations. The District shall be entitled to receive copies of all work financed through this Agreement. The City shall have authority to enter into agreements for the related activities in accordance with the City's contracting requirements. The City will bill and the District will pay the City up to the amount agreed for the District's participation as authorized by this Agreement.
7. Termination. This Agreement may be terminated at any time and for any reason by either party upon written notice of not less than 60 days to the other party.
8. Reciprocal Approval. This Agreement is approved with the understanding and upon the condition that related agreements involving the City or RTSD separately with third parties are also entered into, approved, and timely executed, namely: (1) the Interlocal Agreement between the City of Lincoln and Lancaster County for Project No. TMT-5267(1) SW 40<sup>th</sup> Street (Lincoln); (2) the Funding Agreement between the City of Lincoln and the State Department of Roads for the proposed SW 40<sup>th</sup> Street Viaduct project (O to A); and (3) the Funding Agreement between the City of Lincoln and the Burlington Northern and Santa Fe Railway Company for the proposed SW 40<sup>th</sup> Street Viaduct Project. In the event the reciprocal approval of the related agreements has not been completed on or before July 1, 2005, then this Agreement shall terminate without penalty or further expense to the RTSD.
9. Ownership. Upon completion of the construction of the viaduct, the City will assumed ownership and maintenance of all the improvements constructed.

Executed by the DISTRICT this 13th day of June, 2005.

CITY OF LINCOLN LANCASTER COUNTY  
RAILROAD TRANSPORTATION SAFETY DISTRICT

Attest:

Deb Schorr  
Chairperson

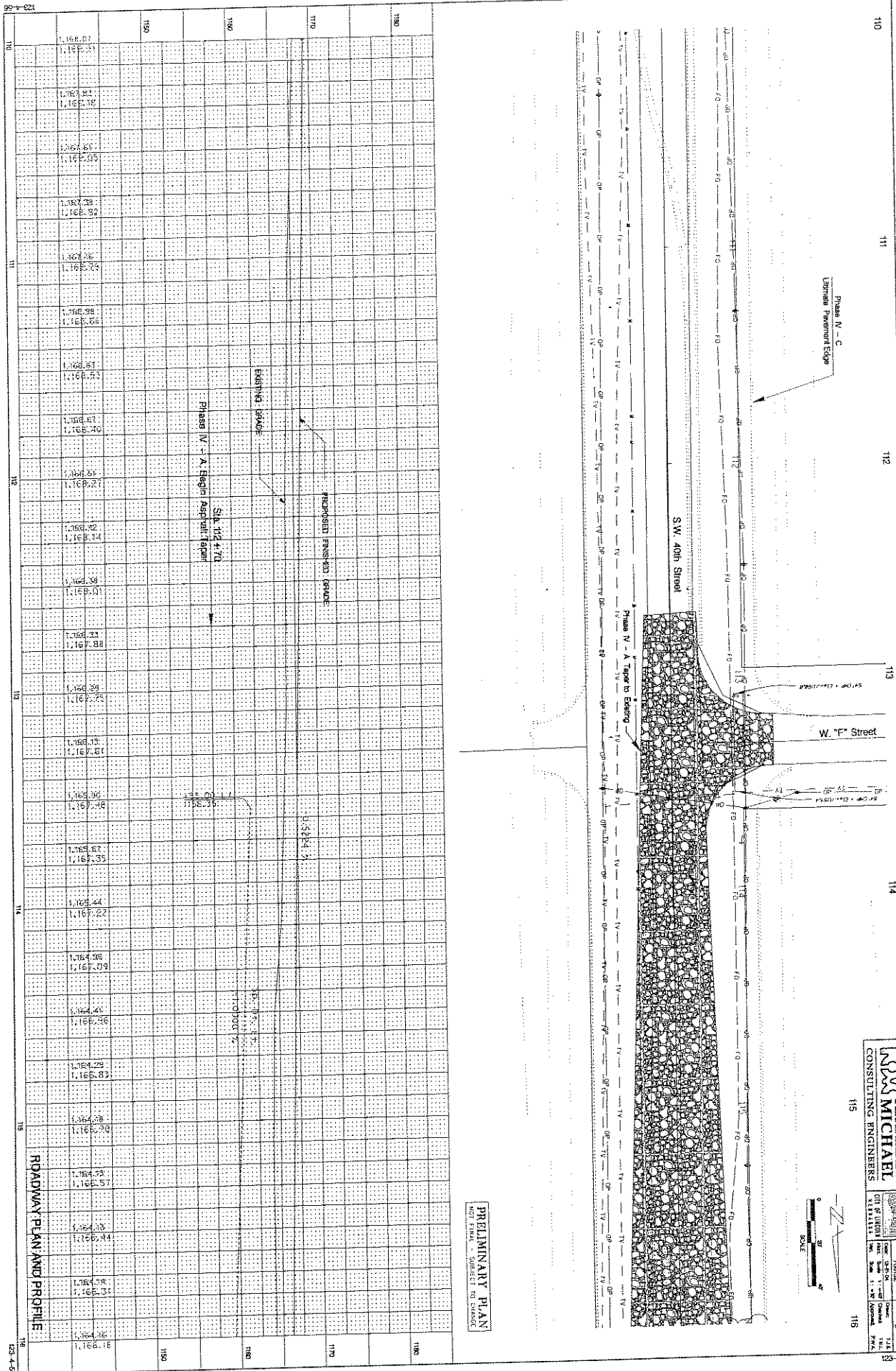
Roger A. Sigurd  
Executive Director

Executed by the CITY this \_\_\_\_\_ day of \_\_\_\_\_, 2005.


Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Coleen J. Seng, Mayor

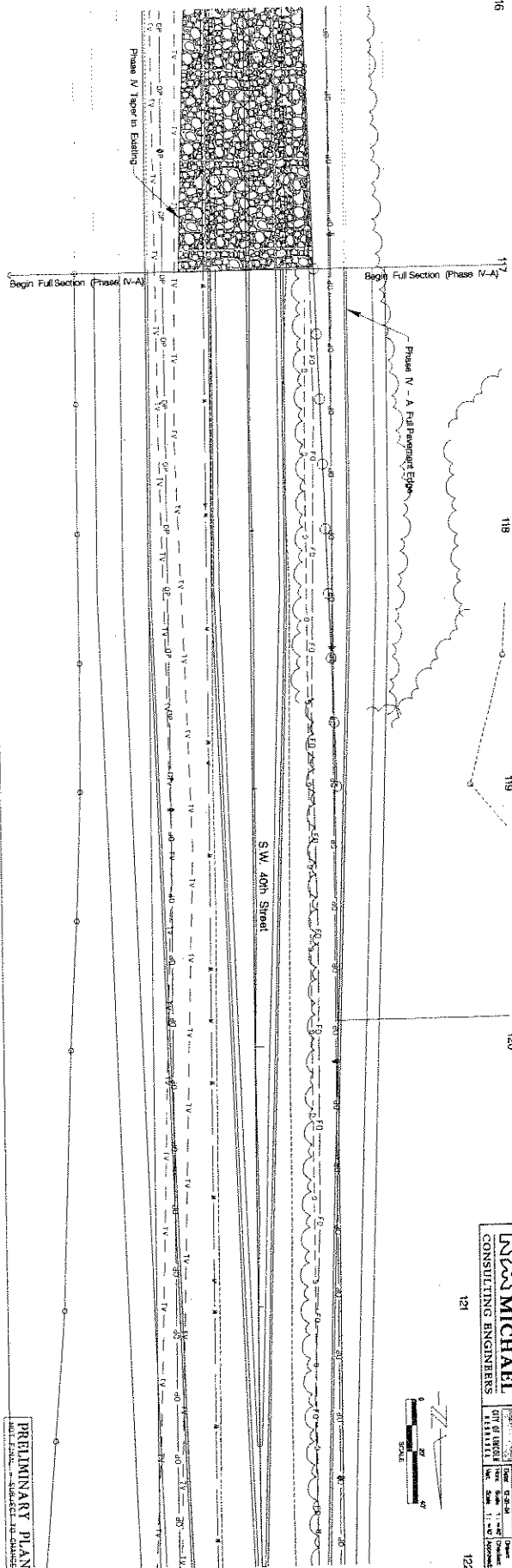
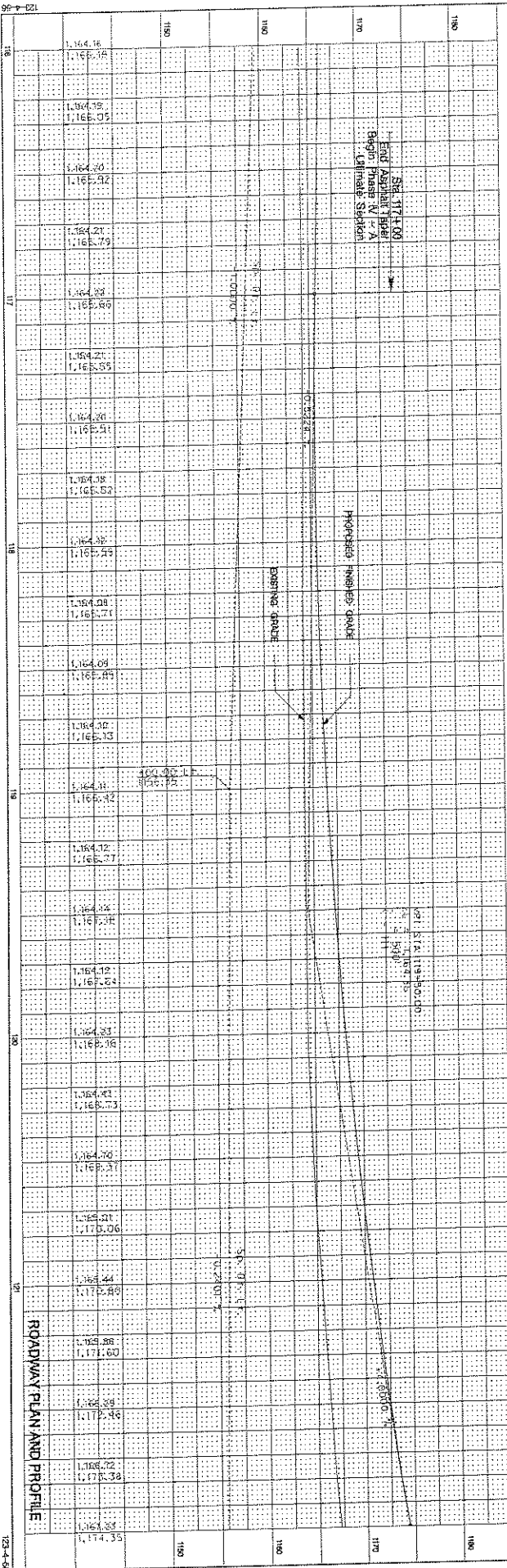


**KIRKHAM  
MICHAEL**  
CONSULTING ENGINEERS

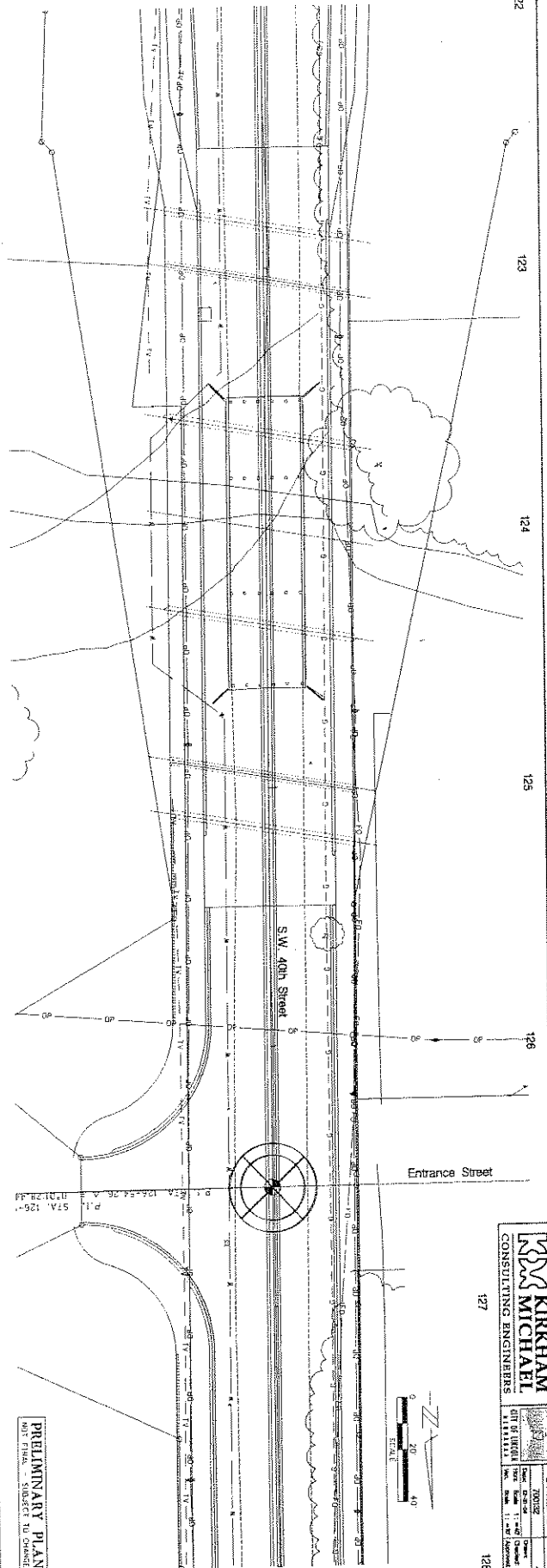
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	Net. Sals : 0.00	Amount	P.W.K.

**PRELIMINARY PLAN  
NOT FINAL - SUBJECT TO CHANGE**

122

PRELIMINARY PLAN  
NOT FINAL - SUBJECT TO CHANGE  
A PREVIOUS YEAR 1118 OF 1118

ROADWAY PLAN AND PROFILE

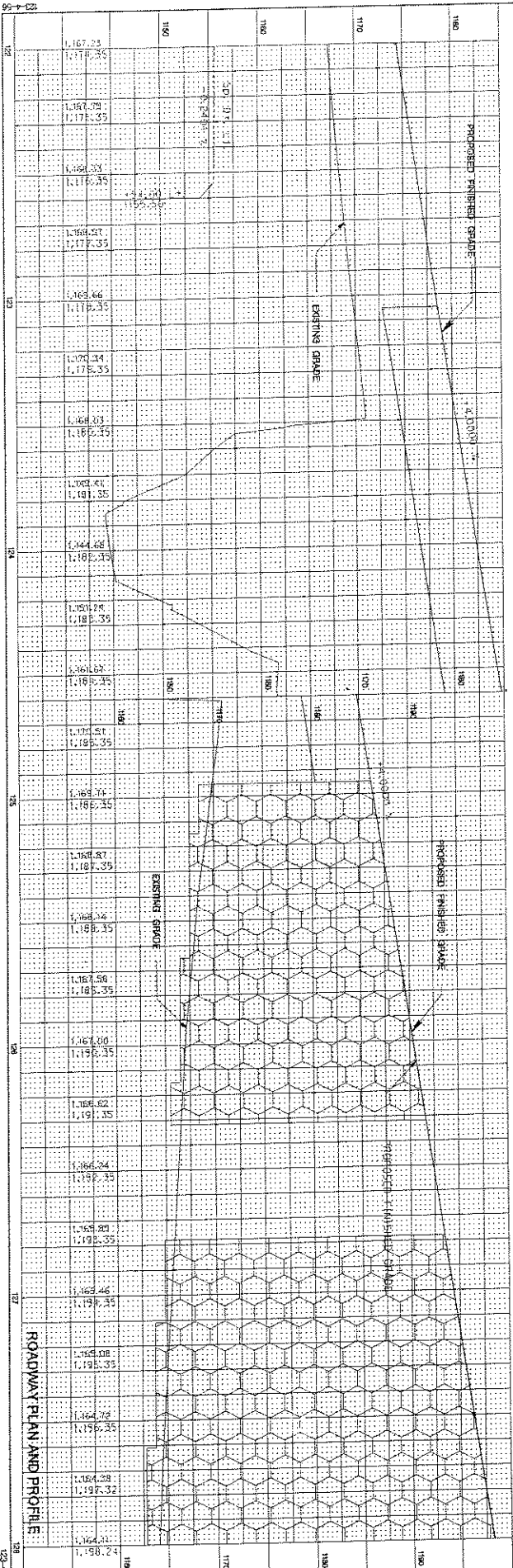


127

128

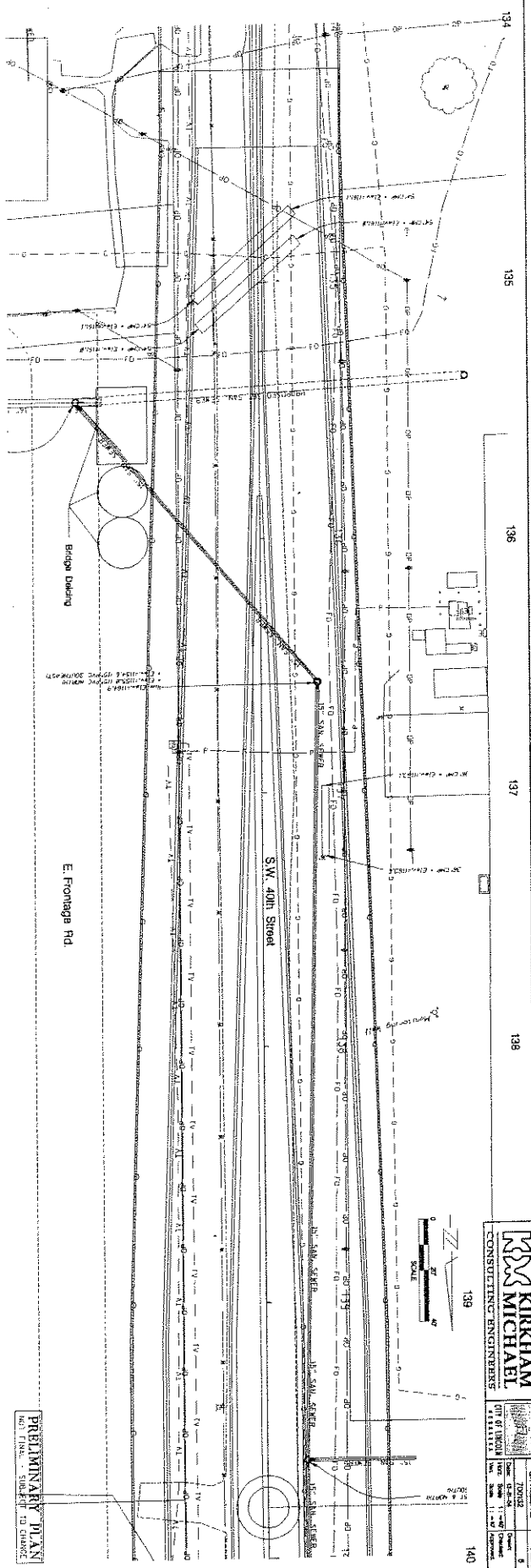
<b>KIRKHAM MICHAEL</b>		<b>CONSULTING ENGINEERS</b>	
		<b>CITY OF LINCOLN</b>	
LINCOLN, NEBRASKA			
CITY PROJECT NO.	700132	SHEET NO.	4
DATE	12-31-00	DRAWN	TJA
BY	KL	CHECKED	TLL
DATE	11-20-00	APPROVED	PWK

# PRELIMINARY PLAN



ROADWAY PLAN AND PROFILE

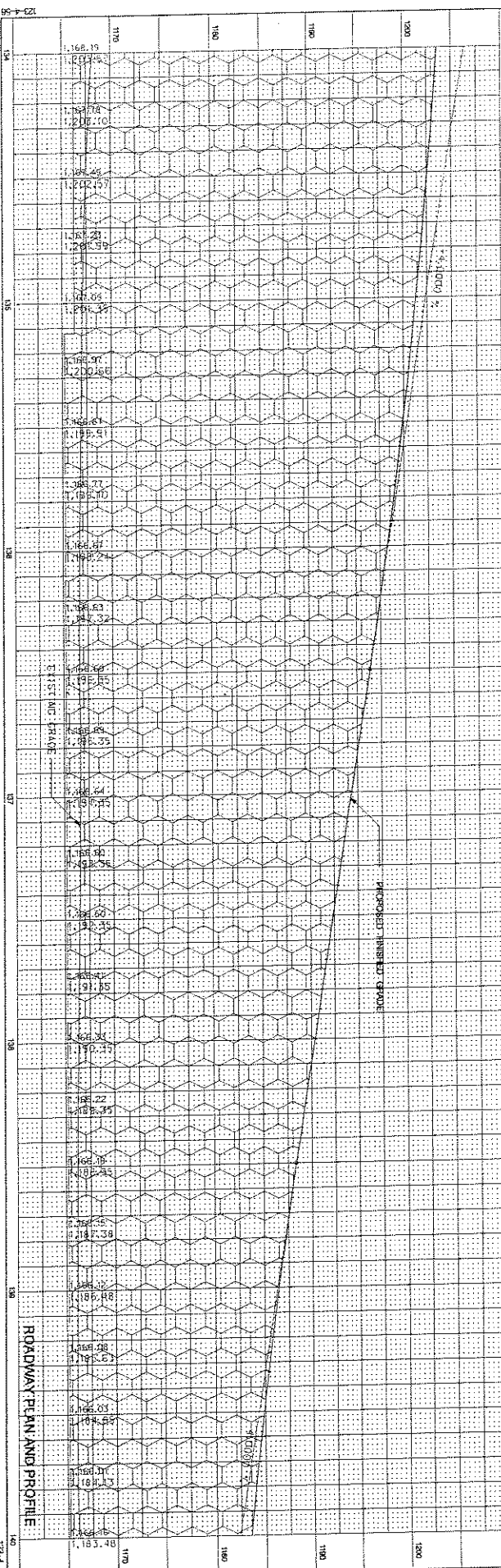




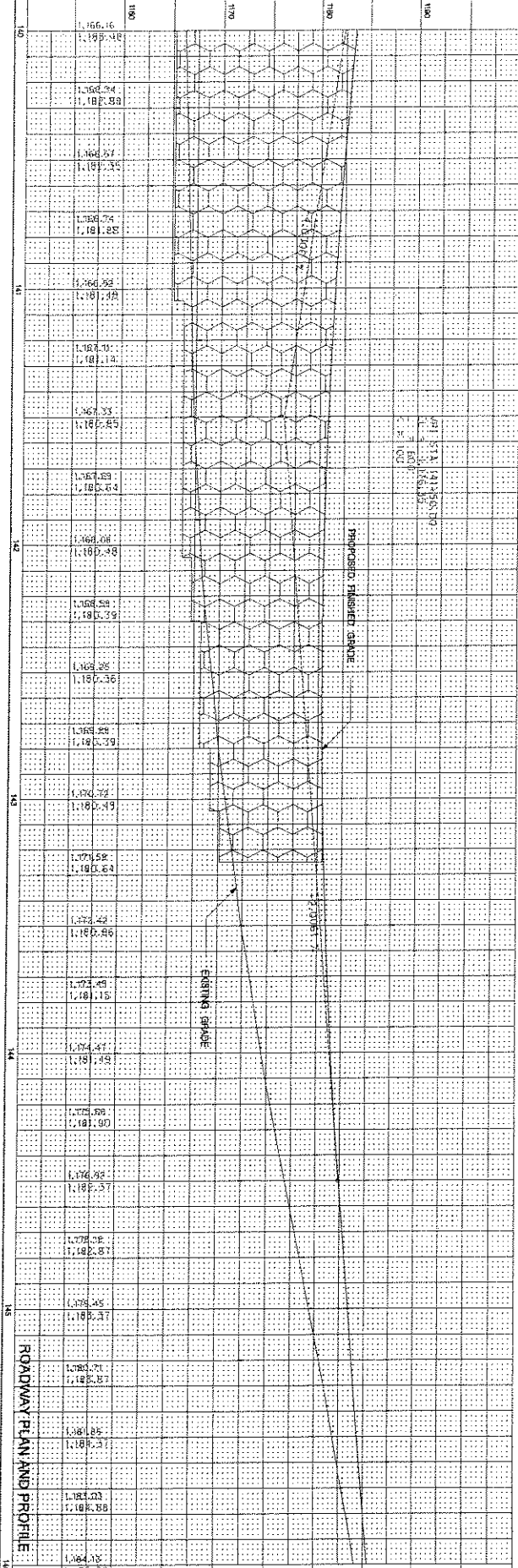
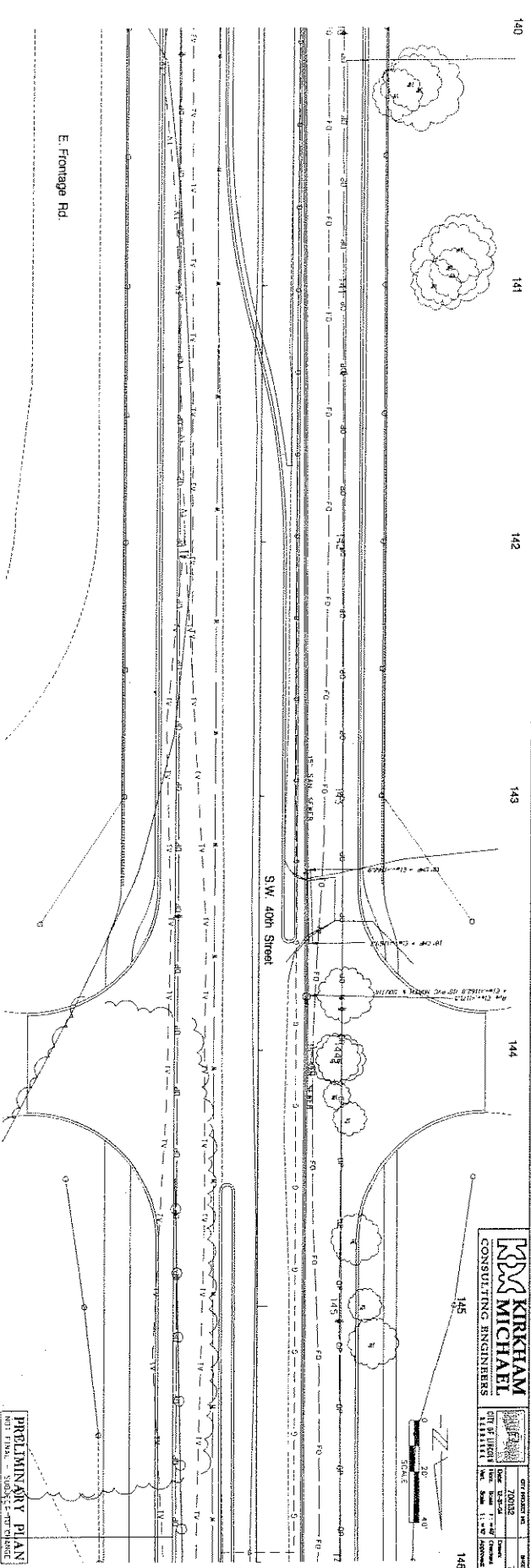
**KIRKHAM & MICHAEL**  
 CONSULTING ENGINEERS

PROJECT NO.	15-03-04
DATE	3/20/05
BY	15-03-04
CHECKED	15-03-04
IN CHARGE	15-03-04

**PRELIMINARY PLAN**  
 (NO FINAL STUDY TO BE DONE)

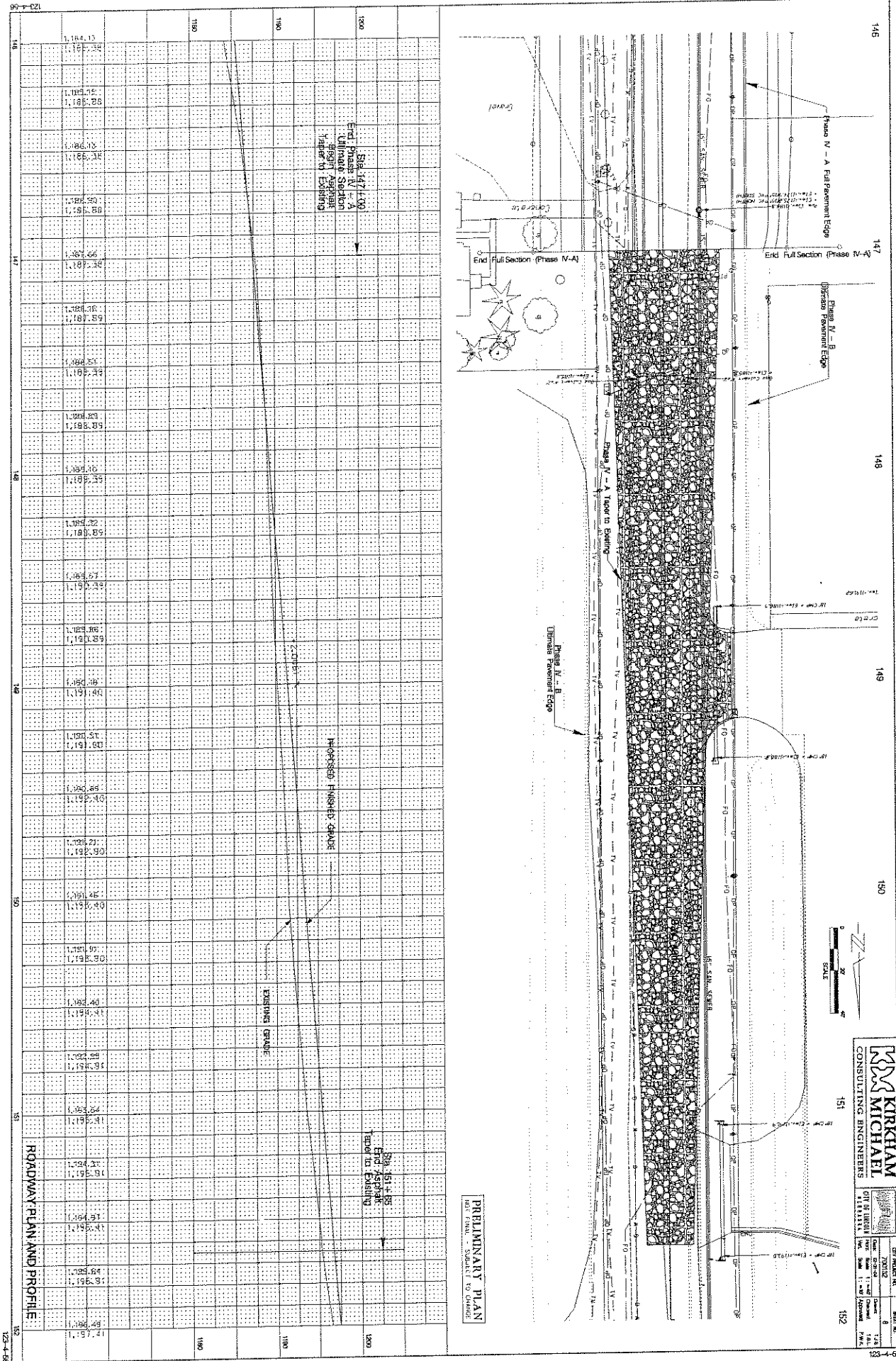


**ROADWAY PLAN AND PROFILE**




**KIRKHAM & MICHAEL**  
 CONSULTING ENGINEERS  
 1111 N. 1st St., Suite 100  
 Phoenix, AZ 85004  
 Phone: (602) 254-1111  
 Fax: (602) 254-1112  
 Email: info@kirkham-michael.com  
 Website: www.kirkham-michael.com

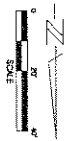
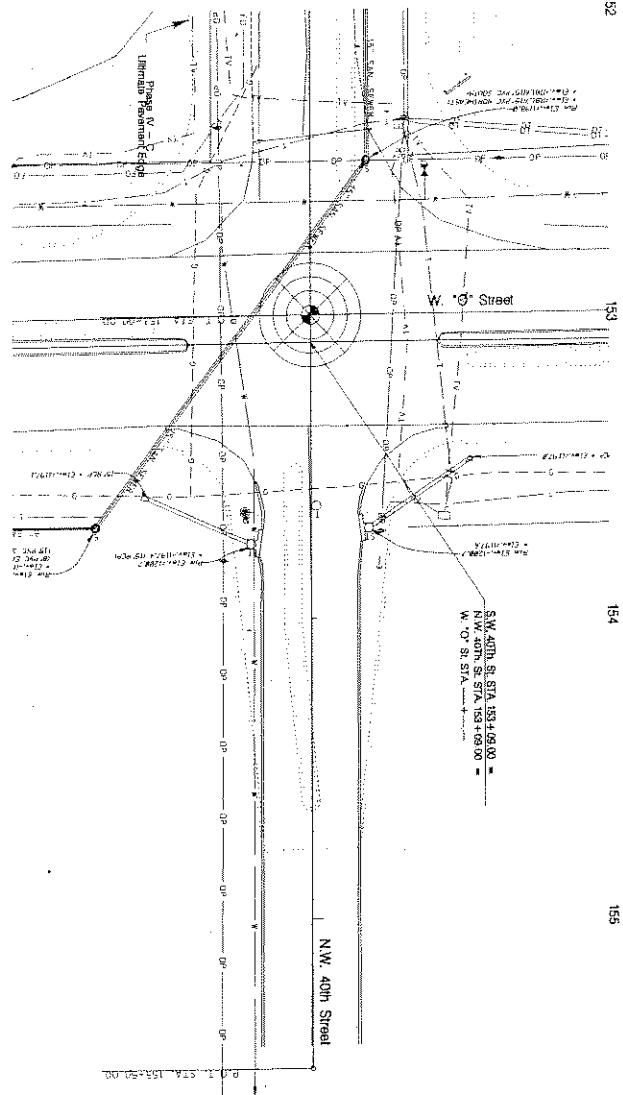
PRELIMINARY PLAN  
 NOT FINAL - SUBJECT TO APPROVAL




**KIRKHAM**  
**KIM**  
**MICHAEL**  
CONSULTING ENGINEER

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	DATE	12-21-04	CHANGED	1	TOTAL	1
	REV.	Scale 1" = 40'	APPROVED		PREP.	

**PRELIMINARY PLAN**  
NOT FINAL - SUBJECT TO CHANGE



**KIRKHAM  
MICHAEL  
CONSULTING ENGINEERS**

 CITY OF LINCOLN KANSAS	CITY PROJECT NO.	SHEET NO.
	700152	0
Date: 12-27-04 Text: Sheet 11 of 42 Wks. Done: 1 : 20%	Owner: J.E. Designer: T.S.L. Approvals: P.W.S.	

**PRELIMINARY PLAN**  
NOT FINAL - SUBJECT TO CHANGE

## ROADWAY PLAN AND PROFILE

